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company suspended operations for two years prior to conveyance, and its rights having been conveyed before expiration.

[Ed. Note.—For other cases, see 11 Va.-W. Va. Enc. Dig. 543, et seq.]

Appeal from Circuit Court, Pulaski County.

Bill by W. T. Robertson against the Bertha Mineral Company and another. From a decree sustaining a demurrer to the bill, complainant appeals. Reversed.

F. W. Morton, of Pulaski, for appellant.

H. C. Gilmer and *John S. Draper, Jr.*, both of Pulaski, for appellees.

RIGGOLD *v.* RIGGOLD.

Nov. 18, 1920.

[104 S. E. 836.]

1. Divorce (§ 27 (18)*)—Conduct of Husband Held to Constitute Cruelty Justifying Divorce from Bed and Board.—The acts of a husband in refusing without justification to allow his wife to occupy his room and bed, and in subjecting her to humiliating treatment because of an act of vulgarity in her childhood, and in permitting his mother and sisters to defame and humiliate her, *held* to constitute cruelty entitling her to a divorce from bed and board, though he supported her while she remained in his house and held out the assurance that some time when she had been sufficiently punished she might again be recognized as his wife.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 737.]

2. Divorce (§ 27 (3)*)—Violence and Apprehension of Bodily Hurt Not Essential Elements of Cruelty.—Violence and apprehension of bodily hurt are not indispensable ingredients in the defense of cruelty as a ground for divorce.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 737.]

3. Divorce (§ 37 (20)*)—Husband's Conduct Held Desertion Justifying Divorce from Bed and Board.—The conduct of a husband in withdrawing from the marriage bed, declining to allow the wife to keep house for him, and effectually deposing her as his wife; because of an indiscretion in her childhood, *held* desertion entitling her to a divorce from bed and board, though for a time he supported her and paid her bills.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 738.]

4. Divorce (§ 37 (3)*)—Desertion Held Permanent Notwithstanding Husband's Intimation that He Might Some Time again Recogn-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

nize Wife as Such.—A husband's desertion of his wife by refusal to treat her as his wife and by rejection of her appeals for reconciliation held not deprived of the element of permanency necessary to the granting of a divorce by his intimation that after an indefinite period when she should in some way not indicated have been sufficiently punished for an act in her childhood he might again take her back.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 738.]

5. Divorce (§ 37 (3)*)—Desertion without Promise of Return within Reasonable Time Is Permanent When Reconciliation Is Refused.—A desertion which is complete at the time and gives no promise of a return within a reasonable time becomes permanent in law when the offending party refuses without cause to renew the marriage relation at the request in good faith of the other party.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 738.]

6. Divorce (§ 37 (5)*)—Desertion Justifying Different Divorces Differs Only in Period of Continuance.—The abandonment and desertion which entitle a party to divorce from bed and board differs from that which is a cause for divorce from the bonds of matrimony only in the period for which desertion must continue.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 738.]

Appeal from Circuit Court, Rockingham County.

Suit for divorce by Marjorie Ringgold against Herschel Ringgold. From a decree granting insufficient relief, plaintiff appeals. Reversed and rendered.

Geo. Conrad, of Harrisonburg, for appellant.

TURNER & HAPPERSETT v. HALL & CONNOR.

Sept. 16, 1920.

[104 S. E. 861.]

1. Contracts (§ 10 (4)*)—Contract to Sell, without Corresponding Agreement to Buy, Not Enforceable.—An agreement to sell, without a corresponding agreement to buy, is not enforceable by either party; but this does not mean that the contract must always be binding on both parties, since it is not lack of mutuality, but lack of consideration, which renders a bilateral undertaking unenforceable against promisor.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 320, 336.]

2. Contracts (§ 10 (5)*)—Lack of Obligation of Purchaser Does Not Render Option Contract Void.—In an option for purchase of

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.